

CONTRACT NO.  
PROGRAM ATTACHMENT NO.  
PURCHASE ORDER NO.

CONTRACTOR:

DSHS PROGRAM: Immunization Branch Inter-Local Agreements

TERM: SEPTEMBER 1, 2014 THRU: AUGUST 31, 2015

SECTION I: STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein. Contractor shall be enrolled as a provider in the Texas Vaccines for Children (TVFC) program, which includes a signed *Deputization Addendum to TVFC Provider Enrollment Form (E6-102)*, by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at [http://www.dshs.state.tx.us/immunize/tvfc/tvfc\\_manual.shtm](http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm)).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the *TVFC Operations Manual*.
- Contractor shall notify providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at <http://vaers.hhs.gov/> or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments*

(located at [http://www.dshs.state.tx.us/immunize/docs/contractor/EF11-13985\\_FY2015\\_ContractorsGuide.pdf](http://www.dshs.state.tx.us/immunize/docs/contractor/EF11-13985_FY2015_ContractorsGuide.pdf)).

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and
- Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to *DSHS's Standards for Public Health Clinic Services*, revised August 31, 2004 (located at <http://www.dshs.state.tx.us/qmb/default.shtm#public>).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2014, December 01, 2014, March 01, 2015, and June 01, 2015.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2015.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

## SECTION II: PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at <http://www.dshs.state.tx.us/idcu/investigation/conditions/>) and *NBS Data Entry Guidelines*, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.
- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.
- Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste.
- Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.
- Contact 3% or 250 children per FTE (whichever is more) who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.
- Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Additional outreach and educational activities may focus on high schools, colleges, and universities.
- Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.
- Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.

- Review 100% of monthly biological reports, vaccine orders (when applicable), and temperature logs for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels.
- Complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.
- Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual*, as assigned by DSHS.
- Report number of doses administered to underinsured children monthly, as directed by DSHS.
- Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) on line tool and methodology, found in the *Immunization Quality Assurance Tool Resource Manual*, (located at [http://www.dshs.state.tx.us/immunize/docs/QA\\_site\\_visit.pdf](http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf)) to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCasa), as specified by DSHS.

Contractor shall utilize the Center for Disease Control and Prevention (CDC) Provider education, Assessment, and Reporting (PEAR) system to document TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. . Contractor shall submit the final assessment results in the PEAR system within 10 days of conducting the visit.

Contractor shall utilize the CDC PEAR system to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement Quarterly Report form, utilizing the format provided by the DSHS Program and available at <http://www.dshs.state.tx.us/immunize/providers.shtm>, by the report due date.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2014 to 11/30/2014	12/31/2014
Programmatic	12/1/2014 to 02/28/2015	3/31/2015
Programmatic	03/1/2015 to 05/30/2015	6/30/2015
Programmatic	06/1/2015 to 08/31/2015	9/30/2015

Contractors LHD ILA Quarterly Reports should be submitted electronically to

[dshsimmunizationcontracts@dshs.state.tx.us](mailto:dshsimmunizationcontracts@dshs.state.tx.us) according to the time frames stated above.

### SECTION III: SOLICITATION DOCUMENT:

Governmental Entity

### SECTION IV: RENEWALS:

There are no renewals.

### SECTION V: PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

### SECTION V: BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services  
Claims Processing Unit MC 1940  
1100 West 49<sup>th</sup> Street  
P. O. Box 149347  
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

### SECTION VII: BUDGET:

SOURCE OF FUNDS: CFDA#

### SECTION VII: SPECIAL PROVISIONS:

General Provisions, **ARTICLE III SERVICES, Section 3.02 Disaster Services**, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable

activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, **ARTICLE IV. FUNDING, Section 4.03 Use of Funds**, is revised to include:

- Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

For immunization activities performed under this Program Attachment, General Provisions, **ARTICLE XIV. General Business Operations of Contractor, Section 14.06 Overtime Compensation**, is replaced with the following paragraphs:

- Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
- Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
- Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.
- All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds. Program income shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

General Provisions, **ARTICLE XV. GENERAL TERMS, Section 15.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.